

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
NEW ALBANY DIVISION

JAMES RANDALL HITCHCOCK)	
)	
Plaintiff,)	
)	
vs.)	CASE NO. 4:20-cv-114
)	
AUTO-OWNERS INSURANCE COMPANY,)	
Defendant.)	

COMPLAINT FOR DAMAGES

Plaintiff, James Randall Hitchcock, by counsel, for his Complaint for Damages against Defendant, Auto-Owners Insurance Company, alleges and states as follows:

JURISDICTION AND VENUE

1. Federal diversity jurisdiction exists under 28 U.S.C. §1332(a) because of diversity of citizenship between Plaintiff and Defendant, and because the amount in controversy exceeds \$75,000, exclusive of interest and costs.

2. Venue is proper pursuant to 28 U.S.C. §1391 in the Southern District of Indiana, as the Plaintiff, James Randall Hitchcock, resided in Bedford, Lawrence County, Indiana, at the time of the accident from which this claim arises and at the time he purchased insurance from Defendant Auto-Owners Insurance Company, a Delaware corporation with its corporate offices in Lansing, Michigan.

THE PARTIES

3. Plaintiff, James Randall Hitchcock (“Mr. Hitchcock”), was at all relevant times a resident of Bedford, Lawrence County, Indiana.

4. Defendant, Auto-Owners Insurance Company (“Auto-Owners Insurance”) is a Delaware corporation with its principal offices located in Lansing, Michigan.

FACTUAL ALLEGATIONS

5. On September 18, 2016, Mr. Hitchcock was involved in a motor vehicle collision in Port Charlotte, Florida, while driving a vehicle belonging to his fiancée.

6. The crash caused immediate and continuing injuries to Mr. Hitchcock.

7. On September 18, 2016, there was in effect an automobile insurance policy between Mr. Hitchcock and Auto-Owners Insurance as policy number AO 44-385-092-00, which covered and afforded Mr. Hitchcock Four Million Dollars (\$4,000,000.00) per accident as underinsured motorist coverage (the “Auto-Owners Insurance policy”). A copy of the Auto-Owners Insurance policy is attached hereto and incorporated by reference as Exhibit A.

8. Mr. Hitchcock settled, with the permission of Auto-Owners Insurance, his underlying claim against the at-fault driver for the driver’s insurance policy limits of \$10,000.

9. Mr. Hitchcock incurred additional damages in excess of \$75,000 that were not compensated by the \$10,000 policy limits settlement with the at-fault driver, or otherwise.

10. Mr. Hitchcock filed an underinsured motorist claim under the Auto-Owners Insurance Policy with Auto-Owners Insurance.

11. Auto-Owners Insurance has disputed the damages and refused to pay Mr. Hitchcock’s underinsured motorist claim under the Auto-Owners Insurance policy.

WHEREFORE, Plaintiff James Randall Hitchcock seeks judgment against the Defendant Auto-Owners Insurance Company, in an amount that will fully and fairly compensate him for the injuries and damages he has sustained and will sustain in the future, for the costs of this action, and for all other just and proper relief appropriate under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff respectfully demands trial by jury.

DATED this 28th day of May, 2020.

Respectfully submitted,

BARNETT LAW, LLC

/s/ George C. Barnett, Jr.

George C. Barnett, Jr., #3767-82
415 SE First Street
Evansville, IN 47713
Phone: (812) 437-2006
Cell: (812) 453-9644
Fax: (812) 437-2007
georgebarnett@mac.com

Counsel for Plaintiff